

IDAHO TRANSPORTATION DEPARTMENT
INVITATION TO BID (ITB)

ANTI-SKID MATERIAL FOR DISTRICT 3
Caldwell and Weiser Stockpiles
Requisition #C169800

July 15, 2009

Idaho Transportation Department
Purchasing Section
3311 West State Street
Boise, Idaho 83703

ALL sealed bids must be received by 5:00PM Local time July 31, 2009. Sealed bids will be opened August 3, 2009 at 10:30AM Local time at the Purchasing Office, 3311 West State Street in Boise. The scope of work on this contract consists of providing anti-skid material to the Caldwell and Weiser stockpile sites as per the specifications contained in the above requisition.

Contact Sherry Jenkins, Purchasing Agent for Bid Requirements and Clarification at (208) 334-8088

Fax questions regarding this bid to Sherry Jenkins' attention to: (208) 334-8824
Or email to: Sherry.jenkins@itd.idaho.gov

FOR BID RESULTS, PLAN HOLDERS LIST VISIT:
<http://itd.idaho.gov/business/business.htm>

RETURN BID IN A SEALED ENVELOPE CLEARLY MARKED AS SHOWN:

Requisition #:	C169800
Bid Close Date:	July 31, 2009 5:00PM Local time
Bid Open Date:	August 3, 2009 10:30AM Local time
Item Bidding:	Anti-Skid Material for District 3

Mailing Address

Idaho Transportation Department
Purchasing Section
P.O. Box 7129
Boise, Idaho 83707-1129

INVITATION TO BID (ITB)
IDAHO TRANSPORTATION DEPARTMENT

ANTI-SKID MATERIAL FOR DISTRICT 3

Caldwell and Weiser Stockpiles

Requisition #C169800

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ATTACHMENTS

- Bid Schedule
- Signature Page
- Potential Bidders List

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IDAHO TRANSPORTATION DEPARTMENT
ANTI-SKID MATERIAL FOR DISTRICT 3
Caldwell and Weiser Stockpiles
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1.0 SCOPE OF WORK

This work shall consist of providing anti-skid material to the stockpile sites in accordance with these specifications at ITD storage facilities.

1.1 Supply Requirements

The intent of this contract(s) to furnish and place anti-skid material in stockpiles, as directed by ITD, at the following locations:

- a. 2,500 tons of Type 5A at the ITD Caldwell Maintenance Yard located at 15430 Highway 44
- b. 4,500 tons of Type 5B at the ITD Weiser Stockpile Site located at US95, MP 86

1.2 Specifications

Source of Materials

1.2.1 Designated source(s): EI-47s or “approved equal” is the designated source for the Caldwell site. There is not a designated source for the Weiser site.

1.2.2 State furnished source(s):

Source EI-47s is available for use on this project. Source location site is located 2 miles NE of Exit 121 (Glenns Ferry) on I-84.

1.2.3 Cost:

The source cost recovery fee for state owned or controlled sources will be established on a source by source basis. The royalty charge for EI-47s is \$0.58/Ton. Upon notification of the Contractor’s intention to use a state owned or controlled source, the Engineer will require up to 14 calendar days to establish the source cost recovery fee if it has not been previously established for the proposed source.

2.0 SPECIAL PROVISIONS

2.1 Award of Contract

Method of award will be computed based on grand total of extended unit prices for each site. Contracts will be awarded **by site** to the lowest responsive bidder(s). All prices shall be FOB Destination, delivered, freight paid.

2.2 Quantities

Quantities are estimated only, and are provided for bidding purposes only. ITD reserves the right to change the quantity due to budgetary constraints.

2.3 Completion Date and Penalties

Work shall commence prior to **September 15th, 2009**. The Contractor will determine the exact starting date and shall notify the Engineer 10 calendar days prior to starting date. All work shall be completed within 30 *calendar* days. Once started, work shall be diligently pursued until completed.

The penalty for failure to complete the work on time will be \$500 per day.

2.4 Contract Administration

Unless otherwise modified by this Invitation to Bid, the contract and work for the project shall be administered in accordance with ITD's 2004 Standard Specifications for Highway Construction. The most current version of ITD's Supplemental Specifications to the 2004 Standard Specifications shall also apply.

The 2004 ITD Standard Specifications for Highway Construction, the Quality Assurance Manual, and Supplemental Specifications can be found on the Web at the following address:

<http://itd.idaho.gov/manuals/ManualsOnline.htm>

Of specific concern to Contractor(s):

2.4.1 **PAGE 459, SUBSECTION 635.03 – CONSTRUCTION REQUIREMENTS**

Delete the second sentence and substitute the following:

Stockpiles shall be constructed in accordance with subsection 106.11 and shall be flat-topped and rectangular in shape. Moisture content of the anti-skid material at the time of stockpiling shall not exceed 4 percent. No salt will be added to the stockpile by the Contractor.

2.4.2 **PAGE 490, SECTION 703.10 - ANTI-SKID MATERIALS**

Delete the Section and substitute the following:

703.10 Aggregate for Anti-Skid.

Aggregate for anti-skid material from Source EI-47s shall conform to the following gradation:

TYPE	SIEVE SIZE	PERCENT PASSING
5A	3/8 in. (9.5 mm)	100

Aggregate for anti-skid material from all other sources shall conform to the following gradation:

TYPE	SIEVE SIZE	PERCENT PASSING
5B	3/8 in. (9.5 mm)	100
	No. 4 (4.75 mm)	85-100
	No. 30 (.60 mm)	0-25
	No. 200 (0.075 mm)	0-5

Overburden stripped from the source(s) shall not be incorporated into the finished product.

All material meeting the Quality Assurance SP acceptance criteria shall be paid for at 1.00 pay factor.

2.5 Additional Contractor Responsibility

The Contractor shall be responsible for damage or injury to State or private property of any character during the prosecution of the work resulting from any act. The Contractor shall restore such property to a condition similar or equal to that existing before such damage or injury was done. All such repairing, rebuilding or restoration shall be at the Contractor's expense.

2.6 Use Tax

The exercise of control over State-owned material by a Contractor who is improving real property (roadways, etc.) will incur the imposition of a use tax.

Bidders are advised to consult Section 63-3609, Idaho Code, and IDAPA 35, Title 01, Chapter 02, Sales Tax Administrative Rule 012, "Contractors Improving Real Property", and Rule 013, "Road and Paving Contractors", or contact the Idaho State Tax Commission for guidance (208-334-7691).

Section 63-3609, Idaho Code can be found on the Web at the following address:

<http://www3.state.id.us/idstat/TOC/63036KTOC.html>

IDAPA35.01.02 can be found on the Web at the following address:

<http://www2.state.id.us/adm/adminrules/rules/idapa35/0102.pdf>

In the case of aggregates the amount of this tax will differ depending on whether the material is obtained from a State-owned material source or whether it is obtained from a State-owned stockpile. Use tax is due on the fair market value of the material, and the crushed value shall be higher than for unprocessed material.

The tax will also differ depending on whether a Contractor both crushed the material and placed it on the roadway or the Contractor performs only one of these operations and hires a subcontractor to perform the other. If the contractor hires a subcontractor to crush the material, he must pay a sales tax to the crusher for this fabrication labor. If the contractor crushes and applies the material, or gives material he crushes to a subcontractor for application, the contractor owes use tax on the royalty value.

3.0 BID GUIDELINES

3.1 CORRESPONDENCE AND ADDENDA

All correspondence will be in writing. In the event that it becomes necessary to revise any part of this ITB, addenda will be posted at <http://itd.idaho.gov>, *Information for Consultant, Contractors and Vendors*, [*Bid Information-Non Highway Construction Projects*](#). It will be the responsibility of the Bidder to monitor this site for any updates or amendments.

3.2 PERFORMANCE

Submission of a bid by any Contractor shall be accepted as prima facie evidence that they have satisfied themselves as to the nature and location of the work and all other matters, which can in any way affect the work or cost thereof under the contract. Any failure of the Contractor to acquaint them with all available information, including a physical survey of the site of the proposed work, shall not relieve them from successfully performing all the work required.

Oral explanations, instructions and interpretations given to bidders prior to award of contract will not be binding. It is the Department's intent to provide all bidders equal opportunity to access and acquire all available pertinent information necessary to formulate a responsive bid. Any information,

specifications, plans, data or interpretations which the Department discovers is lacking and may be important to all bidders will be furnished to all bidders in the form of an addendum, the receipt of which shall be acknowledged.

3.3 BIDDING REQUIREMENTS AND CONDITIONS

Sealed Bids will be received at the time and place stated on the Signature Page. Timely receipt of Bids will be determined by the date and time the Bid is received at the address specified. Hand delivery is encouraged to ensure timely receipt. No proposals will be accepted after the time indicated. All material that is submitted in accordance with this solicitation becomes the property of the State of Idaho and will not be returned.

The bidder shall submit their bid proposal upon the forms furnished by the Department. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern. All figures shall be written in ink or typed. Penciled entries will not be accepted. If entries are in pencil, the bid proposal shall be considered irregular and the bid will be rejected.

The bid shall be signed with ink by the individual or agency authorized to sign and submit this bid for the bidder. The bid signature page must include the bidder name and address and the state and address in which the business is domiciled.

3.4 IRREGULAR PROPOSALS

Proposals will be considered non-responsive and shall be rejected for the following reasons:

1. If the Bid Proposal Form(s) are on a form other than that furnished by the State or if the form is altered or any part thereof is detached.
2. If there are unauthorized additions, conditional or alternate bids, omission of addenda, or irregularities of any kind, which tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
4. If the Bid Schedule does not contain a unit price for each pay item listed except in the case of alternate pay items.
5. If the Bid Documents are not sealed, when received by the Department.
6. If the Signature Page is not signed in Ink.
7. If Addendums are not signed and returned with the Bid Documents.
8. If documents are not signed and notarized accordingly.

3.5 DISQUALIFICATIONS OF BIDDERS

Any of the following reasons may be considered as being sufficient for the disqualification of a bidder and the rejection of their proposal or proposals:

1. More than one proposal, for the same work from an individual, partnership or corporation under the same name or a different name.
2. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the State until any such participant shall have been reinstated as a qualified bidder.

3.6 CONSIDERATION OF PROPOSALS

After the proposals are opened and read, they will be compared on the basis of the summation of the products of the approximate quantities shown in the bid schedule by the unit bid prices. The results of such comparisons will be available <http://itd.idaho.gov>. *Information for Consultant, Contractors and Vendors, Bid Information-Non Highway Construction Projects*. The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of the Department, it is in the best interest of the State.

4.0 TERMS AND CONDITIONS

4.1 PAYMENT REQUIREMENTS

The Contractor will be paid in accordance with the bid schedule. Payments otherwise due may be withheld on account of substandard or defective work not remedied. All materials will be measured and invoiced by the unit of measure indicated on the bid schedule.

4.2 COMPLIANCE

If a formal and written complaint is registered with the Contractor in respect to unsatisfactory work or contract performance, the Contractor will have 72 hours in which to respond in person to the complaint, to remedy the problem(s). Failure to respond in the prescribed time to the complaint or to remedy the problem may result in termination of the contract as provided in Section 5.4 Termination.

If the District Engineer is not satisfied with the results and remediation of the complaint, periodic and joint inspections with the Contractor may be required to discuss and point out Contractors violations. Failure of the Contractor to attend these inspections may result in termination of the contract.

4.3 FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics, quarantine, strikes, freight embargoes, or unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. The period for the performance shall be extended for a period equivalent to the period of the Force Majeure delay. Matters of the Contractor's finances shall not be a Force Majeure.

4.4 INDEMNIFICATION

The Contractor shall indemnify, save harmless, and defend regardless of outcome, the State from the expenses of and against all suits, actions, claims, or costs, expenses, and attorney fees that may be incurred because of any injuries or damages received or sustained by any person, persons, or property on account of the operations of the Contractor or their subcontractors; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in the work; or because of any act or omission, neglect, or misconduct of the Contractor or their subcontractors; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act or any other law, ordinance, order or decree.

4.5 TERMINATION FOR DEFAULT

Should the Contractor neglect to prosecute the work properly, or fails to perform any provision of the contract, the Department, after seven (7) days from written notice to the Contractor, may without prejudice to any other remedy they may have, make good the deficiencies and may deduct the cost

thereof from the payment then or thereafter due to the Contractor or, at its option, may terminate the contract and take possession of all materials, tools, fixtures and furnish the work by such means as the Department sees fit.

4.6 REQUIRED INSURANCE

The Contractor shall carry such public liability and property damage insurance that will protect them and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the contract whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them. The following is a brief explanation of the required insurance coverage's. A certificate of insurance will be required of the contractor selected.

- **WORKER'S COMPENSATION**

The CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, are subject employers under the Idaho Worker's Compensation Law, and shall comply with Idaho Statutes regarding Worker's Compensation.

For the duration of this Contract, and until all work specified herein is complete, the CONTRACTOR, its subcontractor(s), if any, and all employers providing work, labor or materials under this contract, shall provide Idaho Worker's Compensation coverage that satisfies Idaho law for all their subject workers.

The CONTRACTOR must have a valid Worker's Compensation insurance policy in effect prior to the Division of Purchasing generating the contract. The CONTRACTOR must show proof of such coverage by presenting to the Division of Purchasing a valid certificate of insurance showing statutory coverage.

The CONTRACTOR must provide either a Certificate of Idaho Workers' Compensation Insurance issued by a surety licensed to write Idaho Workers' Compensation Insurance in the State of Idaho, as evidence that the CONTRACTOR has in effect a current Idaho Workers' Compensation Insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a State that has a current reciprocity agreement with the Industrial Commission.

- **EMPLOYER'S LIABILITY**

This coverage is written in conjunction with Worker's Compensation and provides insurance for the employer's liability to its employees in circumstances where the injury is not covered by the Worker's Compensation law and the employer may be subject to common law liability. Employer's liability insurance shall be a minimum amount of \$100,000 per occurrence.

- **LIABILITY INSURANCE**

For the duration of the Contract and until all work specified in the Contract is completed, the CONTRACTOR shall have and maintain, at CONTRACTOR'S expense, the liability insurance set forth below and shall comply with all limits, terms and conditions of such insurance. Work under this Contract shall not commence until evidence of all required insurance is provided to the Division of Purchasing. Evidence of insurance shall consist of a completed certificate of insurance signed by the insurance agent for the CONTRACTOR and made a part of this Contract.

The Contractor shall not commence work under the contract until he obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State and to the railroad or railway company, when involved. All insurance

policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until written acceptance of the project.

- **COMMERCIAL GENERAL LIABILITY INSURANCE**

The CONTRACTOR shall have and maintain Commercial General Liability (CGL) Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage; blanket contractual liability coverage for the indemnity provided under this Contract and products/completed operations liability. The combined single limit per occurrence shall not be less than \$1,000,000 or the equivalent. Each annual aggregate limit shall not be less than \$1,000,000, when applicable, and will be endorsed to apply separately to each job site or location.

- **AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall obtain, at the Contractor's expense, and keep in effect during the entire term of the contract, Automobile Liability Insurance covering owned, non-owned and hired vehicles. This coverage may be written in combination with Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.

- **ADDITIONAL REQUIREMENTS**

- State of Idaho as Additional Insured. The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the Idaho Transportation Department and its division, officers and employees as additional insured, but only with respect to the CONTRACTOR'S activities to be performed under this Contract.
- Notice of Cancellation or Change. The CONTRACTOR shall ensure that all policies of insurance are endorsed to read that there shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s) without sixty (60) days prior written notice from the CONTRACTOR or its insurer to the Idaho Transportation Department. CONTRACTOR shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, Transportation Department and its divisions, officers and employees.

4.7 ILLEGAL ALIENS

The contractor warrants that any contract resulting from this solicitation is subject to Executive Order 2006-40 (http://gov.idaho.gov/mediacenter/execorders/eo06/eo_2006-40.html); it does not knowingly hire or engage any illegal aliens or persons not authorized to work in the United States; it takes steps to verify that it does not hire or engage any illegal aliens or persons not authorized to work in the United State; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for termination of its contract.

BID SCHEDULE

ANTI-SKID MATERIAL FOR DISTRICT 3

Caldwell and Weiser Stockpiles

Requisition #C169800

Company Name: _____

The following quantities are estimates only, and are provided for bidding purposes only. Actual delivery quantities may be more or less than what are represented.

CALDWELL ANTI-SKID STOCKPILE

ITEM DESCRIPTION	APPROX. QUANTITY AND UNIT	PRICE PER TON	EXTENDED AMOUNT
		DOLLARS CTS	DOLLARS CTS
Anti-Skid Type 5A	2,500 Ton	\$ _____	\$ _____

WEISER ANTI-SKID STOCKPILE

ITEM DESCRIPTION	APPROX. QUANTITY AND UNIT	PRICE PER TON	EXTENDED AMOUNT
		DOLLARS CTS	DOLLARS CTS
Anti-Skid Type 5B	4,500 Ton	\$ _____	\$ _____

AWARD WILL BE MADE BY SITE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER(S).

This page must be completed and returned with your bid.

IDAHO TRANSPORTATION DEPARTMENT

SIGNATURE PAGE

July 15, 2009

Idaho Transportation Department
Purchasing Section
3311 West State Street
Boise, Idaho 83703

REQUISITION #: C169800

REQUISITION TITLE: ANTI-SKID MATERIAL FOR DISTRICT 3

This response is submitted in accordance with all documents and provisions of the specified Requisition Number and Title detailed above. By my signature below, I accept the terms and conditions as incorporated into this solicitation. As the undersigned, I certify I am authorized to sign and submit this response for the Contractor.

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

FEDERAL TAX IDENTIFICATION # _____

Contractors Signature/Authorized Signature

Printed Name

Email

Date

BY SIGNING, BIDDER ACKNOWLEDGES ITS RESPONSIBILITY FOR ANY ADDENDA THAT HAVE BEEN ISSUED FOR THIS SOLICITATION AND WILL COMPLY WITH ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS SOLICITATION.

THIS PAGE MUST BE SIGNED, WITH AN ORIGINAL SIGNATURE, AND RETURNED WITH YOUR BID DOCUMENTS!

**POTENTIAL BIDDERS LIST
FOR DISTRICT THREE**

Central Paving , Inc. Mr. Terry McEntee PO Box 15010 Boise, ID 83715 Fax: 338-1329	Quality Sand & Gravel, Inc. Ms. Holly Hattan PO Box 455 Meridian, ID 83680 Fax: 562-8118	Bellows Construction Dwayne Bellows 527 Sunset Drive Ontario, OR 97914 Fax: (541) 889-6127
Idaho Concrete Company, Inc. Mr. Dan Capper 2755 E. State Eagle, ID 83616 Fax: 939-2151	Concrete Placing Company Mr. Jon Berger 6451 West Gowen Road Boise, ID 83709 Fax: 362-2220	Nampa Paving & Asphalt, Co Mr. Jeff Towner 444 W Karcher Rd. Nampa, ID 83687 Fax: 466-4071
Idaho Sand & Gravel, Inc. Mr. Jeff Chandler PO Box 1310 Nampa, ID 83653 Fax: 466-5166	Robinson Logging Ray Robison PO Box 157 Grandview, ID 83624 Fax: 834-2283 Phone: 834-2280 Cell: 599-4668	Camas Gravel Attn: Tom 616 West North Street Grangeville, ID 83530 Fax: (208) 983-5331 Phone: (208) 983-0800
Ada Sand & Gravel Mr. Ron Wheeler PO Box 15644 Boise, ID 83715 Fax: 368-0102	Cloverdale Nursery Jim Green 9806 W Kuna Rd Kuna, ID 83634 Fax: 562-5495	
Knife River, Inc. Mr. Jim Trull 5450 Gowen Road Boise, ID 83709 Fax: 362-6199 Cell: 941-8278	Western Construction , Inc. Mr. Steven Heaton PO Box 15569 Boise, ID 83715-0569 Fax: 345-1548	
Mike's Sand & Gravel Mr. Mike Matzdorff 10988 Joplin Road Boise, ID 83714 Fax: 939-7056	IRVCO Asphalt & Gravel, Inc. Wayne Irvin PO Box 931 Fruitland, ID 83619 Fax: 452-5987	